

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Revelation Energy, LLC

Case Number: 3:19-BK-30292

Official Form 410

Proof of Claim

08/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Lexington Coal Royalty Company, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Dinsmore & Shohl LLP</u> Name <u>611 Third Avenue</u> Number Street <u>Huntington</u> <u>WV</u> <u>25701</u> City State ZIP Code Contact phone <u>304-529-6181</u> Contact email <u>janet.holbrook@dinsmore.com</u>	Where should payments to the creditor be sent? (if different) <u>Patricia A. Hoops</u> Name <u>1051 Main Street</u> Number Street <u>Milton</u> <u>WV</u> <u>25541</u> City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____/____/____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>5,250,476.77</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Leasehold Royalties</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Overriding Royalty Agreement</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>unknown</u> Amount of the claim that is secured: \$ <u>5,250,476.77</u> Amount of the claim that is unsecured: \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>5,250,476.77</u> Annual interest rate (when case was filed) <u>0.00</u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>5,250,476.77</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____ (mm/dd/yyyy)



Signature

Print the name of the person who is completing and signing this claim:

Name	Patricia A. Hoops		
	First name	Middle name	Last name
Title	Manager		
Company	Lexington Coal Royalty Company, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1051 Main Street		
	Number	Street	
	Milton	WV	25541
	City	State	ZIP Code
Contact phone			Email

TRANSACTION AGREEMENT

This Transaction Agreement (this "Agreement"), effective as of July 31, 2015, is between (i) Resource Development LLC, a Virginia limited liability company ("RDC"), Resource Land Company LLC, a Virginia limited liability company, Pigeon Creek Processing Corporation, a Virginia corporation, Harlan Reclamation Services LLC, a Virginia limited liability company, and North Fork Coal Corporation, a Virginia corporation (collectively, the "Seller"), and (ii) Revelation Energy, LLC, a Kentucky limited liability company (the "Buyer").

RECITALS

A. This Agreement is entered into to effect the transactions contemplated by that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), to which the Seller and the Buyer are parties. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

B. As an inducement for the Seller to enter into and consummate the transactions contemplated by the Purchase Agreement, the Buyer agreed to pay an overriding royalty and a wheelage royalty to the Seller, pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby reserve unto itself, its successors and assigns, and the Buyer does hereby grant and convey unto the Seller, its successors and assigns, an overriding royalty and a wheelage royalty in the real property interests that are the subject of the real property agreements set forth on the attached Exhibit A (the "Property") as follows:

1. Overriding Royalty. The Buyer hereby agrees to pay to the Seller an overriding royalty equal to the sum of (a) one percent (1%) of the Applicable Price, plus (b) an additional fifteen percent (15%) of the amount by which the Applicable Price exceeds \$70.00 per ton, in each case, for coal that is mined from the Property and sold (the "ORR"). The term "Applicable Price" means the sales price or other valuation of coal (e.g., gross selling price or similar term) set forth in the Real Property Agreement covering such coal against which the royalty, rental or similar payment rate or percentage for coal mined under such Real Property Agreement is multiplied to determine the royalty, rental or similar payment amount due under such Real Property Agreement with respect to mined coal.

2. Wheelage Royalty. The Buyer hereby agrees to pay to the Seller a wheelage royalty of (a) one percent (1%) of the Gross Sales Price per ton, f.o.b. loading point, of Wheelage Coal #1 handled, loaded, blended or otherwise processed by or at the direction, or with the approval, of the Buyer or its Affiliates through the preparation plant located in Wise County, Virginia and commonly referred to by the Seller as the Pigeon Creek Plant as of the date hereof as such preparation plant may be repaired, refurbished, remodeled, upgraded, maintained, replaced or otherwise modified from time to time (the "Preparation Plant"), and (b) 15% of the amount by which the Gross Sales Price per ton, f.o.b. loading point, of Wheelage Coal #2 handled, loaded, blended or otherwise processed by or at the direction, or with the approval, of the Buyer or its Affiliates through the Preparation Plant exceeds \$70.00 per ton (the "Wheelage Royalty" and, together with the ORR, the "Royalty"). The term "Gross Sales Price" means the actual sales price per ton of Subject Coal handled, loaded, blended or otherwise processed

through the Preparation Plant received by the owner thereof or its affiliates in an arm's length transaction F.O.B. the plant, less any governmental tax on energy (e.g. a "Carbon" or "BTU" tax) imposed subsequent to the date of this Agreement; provided, however, that, if such coal is sold F.O.B. some point other than the plant, the Gross Sales Price shall be reduced by the Transaction Costs associated with such coal. When used herein, the term "Wheelage Coal #1" means all coal other than coal for which an overriding royalty is paid to the Seller or its successors or assigns pursuant to Section 1. When used herein, the term "Wheelage Coal #2" means all coal other than (i) coal for which an overriding royalty is paid to the Seller or its successors or assigns pursuant to Section 1, and (ii) coal purchased by the Buyer from a non-Affiliated third party pursuant to a bona fide arm's-length coal purchase agreement. When used herein, the term "Subject Coal" means Wheelage Coal #1 and/or Wheelage Coal #2. When used herein, the term "Transaction Costs" shall include (y) all freight and delivery charges affecting or related to the Subject Coal which are paid by the Buyer to unrelated third parties for hauling the Subject Coal from the Preparation Plant to such other point, and (z) all loading and unloading charges paid by the Buyer at such other point. For purposes of clarification, the parties hereto and their successors and permitted assigns acknowledge and agree that, under the terms of this Agreement, any particular coal may be Wheelage Coal #1, Wheelage Coal #2 or both and may be subject to the Wheelage Royalty set forth in Section 2(a), the Wheelage Royalty set forth in Section 2(b) or both.

3. Duration. The term of the ORR shall begin on the date first written above and the term of the Wheelage Royalty shall begin on the earlier of (y) the fifth (5th) anniversary of the date first written above, and (z) the earliest date by which the Transaction Payment (as defined in that certain Amended, Consolidated and Restated Lease and Sublease, dated July 31, 2015, between Grantee and ACIN LLC, as in effect as of the date hereof and without giving effect to any further amendments or other modifications thereof) has been paid in full, and each of the ORR and the Wheelage Royalty shall continue until the total payments of ORR or Wheelage Royalty hereunder and under that certain Special Warranty Deed of even date herewith among RDC, Resource Land Company LLC and the Buyer, conveying real property located in Harlan County, Kentucky, equal \$100,000,000 (the "Cap"). If any court of competent jurisdiction should determine in an appropriate proceeding that the duration of the Royalty renders this reservation or conveyance illegal, void or unenforceable, then the interest herein reserved and conveyed shall be limited to a term equal to the longest permissible term that would not render this reservation or conveyance illegal, void, or unenforceable. Once the Cap has been reached, Seller shall file a release or termination document reasonably satisfactory to the Buyer, evidencing the termination of the Wheelage Royalty obligation under the aforementioned Special Warranty Deed.

4. Payment Obligation. The ORR and the Wheelage Royalty shall be due and payable to the Seller, without demand, on the twenty-fifth (25th) day of each calendar month for, in the case of the ORR, all coal mined from the Property and sold during the preceding calendar month and, in the case of the Wheelage Royalty, all Subject Coal handled, loaded, blended or otherwise processed through the Preparation Plant by or at the direction, or with the approval, of the Buyer or its Affiliates and sold during the preceding calendar month. All payments shall be delivered to the Seller by wire transfer (or otherwise in immediately available funds) at its address set forth above or as otherwise directed by the Seller in writing. At the time payment is sent, the Buyer shall deliver to the Seller at the address indicated by the Seller in writing (a)

written notice of the payment amount, payment date and wire transfer information, and (b) a royalty report (in form satisfactory to the Seller) showing for the preceding month the quantity of coal mined from the Property and sold, the quantity of Subject Coal and, separately, all other coal handled, loaded, blended or otherwise processed through the Preparation Plant by or at the direction, or with the approval, of the Buyer or its Affiliates, and such other information as shall reasonably be requested by the Seller. Weights shall be determined by use of certified scales, tested and corrected at least once each year, or if certified scales are not available, then by procedures standard in the coal industry that are mutually acceptable to the Buyer and the Seller.

5. Royalty Runs with the Land. The Royalty, including all obligations for payment and other obligations of the Buyer herein, shall be considered an interest in real estate and shall be an interest which runs with the Property and each parcel and piece of the Property, and shall be binding on the Buyer, its successors and assigns, and all subsequent owners of and successors in title to the Property. The Buyer's successors and assigns shall include, without limitation, any of the following permitted by the terms of this Agreement: (a) any successor by sale of equity interests, merger or other entity restructure, (b) any grantee as debtor or debtor-in-possession in any bankruptcy or insolvency proceeding, and (c) any assignees, transferees, purchasers, lessees, sublessees, and other persons acquiring any interest in this Agreement, any of the Real Property Agreements or any of the Property (any of the foregoing, a "Successor"). All Successors shall take such interests subject to the Royalty, and shall be charged with the Royalty payment obligations provided herein. The Buyer agrees to notify each such Successor of this Agreement and its obligations hereunder, and to obtain and provide to the Seller a written acknowledgement and assumption thereof, duly executed by such Successor, prior to any Successor's acquisition of any interest in the Property.

6. Nature of Royalty.

(a) The Buyer and the Seller intend that the Royalty (including the payment obligations set forth in Sections 1 and 2 above) shall constitute a real property interest in the Property, overriding and prior to all other present or future interests in the Property. To the extent, if any, however, that a court of competent jurisdiction should nevertheless hold that the Royalty, any portion thereof and/or such payment obligation constitutes only a contractual obligation, or a lien on the Property or items located thereon, then this Agreement shall constitute a first-priority mortgage lien or deed of trust lien on the Property, all accounts arising from the Property, and all proceeds thereof, including without limitation proceeds in the form of chattel paper, documents, general intangibles, instruments, letter-of-credit-rights and other rights to payment with respect to the Property (all of the foregoing, collectively, the "Royalty Collateral"), to secure the prompt payment and performance of the obligations of the Buyer and its Successors hereunder. In such event, the Buyer's grant of the Royalty to the Seller shall constitute the grant of such liens on real property and/or security interests in the Royalty Collateral, as applicable, and the Seller shall be deemed to be a lienholder, mortgagee and secured party, as applicable, with respect thereto. The Buyer authorizes the Seller to file mortgages, deeds of trust, financing statements and similar documents describing the Royalty Collateral and such liens and security interests in all such filing offices as the Seller may elect, and agrees to execute such other documents and take such other actions as may be reasonably necessary to implement the terms of this Section 6(a). Terms used in this Section 6(a) that are

defined in Article 9 of the Uniform Commercial Code (as in effect on the date hereof in the state where the Property is located) shall have the same meanings herein.

(b) It is the intention of the parties that the Royalty reserved by and conveyed to the Seller hereby shall, in the event of the sale by foreclosure or otherwise of the rights and interests in the Property other than the Royalty, remain in place and such sale shall not result in acceleration of the obligation to pay the Royalty or otherwise affect the rights of the Seller hereunder. In the event that, notwithstanding the restrictions set forth in Section 16, the Property (free and clear of the obligation to pay the Royalty) is sold and such sale is not enjoined or otherwise terminated, the Seller shall be entitled to such portion of the proceeds as results from such sale up to an amount equal to the remaining value of the Royalty.

7. Agreement Not to Challenge; Modification.

(a) The Buyer, for itself and its Successors, agrees that it will not, directly or indirectly, cause any challenge to the validity, scope or enforceability of all or any portion of this Agreement, to the Royalty created by this Agreement, or to the other rights and benefits of the Seller created herein. If the validity, scope or enforceability of all or any portion of this Agreement, the Royalty created by this Agreement, or the other rights and benefits of the Seller created herein is rendered void, invalid or unenforceable as a result of a challenge by any Person for any reason, based on any legal or equitable theory, it is the intent of the Buyer and the Seller that only the offending provisions of this Agreement shall be adjusted to make them valid and enforceable rather than voided, if possible, in order to achieve the intent of the Buyer and the Seller. In any such event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

(b) Any decision rendering all or a portion of this Agreement void, invalid or unenforceable as to some, but not all, of the Property shall not serve as to render this Agreement void, invalid or unenforceable as to any other portion of the Property.

(c) During the pendency of any dispute brought by any Person regarding the validity, scope or enforceability of all or any portion of this Agreement, the Royalty created by this Agreement, or the other rights and benefits of the Seller created herein, the Buyer shall continue to pay the Royalty to the Seller as provided in this Agreement, unless directed otherwise by order of a court of competent jurisdiction.

8. Records. The Buyer shall keep true and accurate records of all coal mined from the Property and sold during the term hereof and all coal, including Subject Coal, that is handled, loaded, blended or otherwise processed through the Preparation Plant by or at the direction, or with the approval, of the Buyer or its Affiliates and sold during the term hereof, together with any and all information required under this Agreement or reasonably requested by the Seller. The Seller and its officers, agents, employees, engineers, accountants, attorneys and consultants shall have the right, but not the obligation, to (a) audit, inspect and copy at all reasonable times the books and records of the Buyer or its Successors, and (b) with reasonable notice to the Buyer or its Successors, go upon and inspect the Property and the Buyer's or its Successors', or their respective agent's or contractor's, operations thereon or related thereto to confirm compliance with the terms of this Agreement. All books, records, data and analyses concerning the Buyer's or its Successors' operations on the Property shall be maintained for a period of at least three (3)

years after the mining, handling, loading, blending or other processing and sale of the applicable coal.

9. Taxes. The Buyer shall pay, when and as due, any and all taxes, fees, and assessments imposed by any governmental authority with respect to the Property, without charge, cost or expense to the Seller, including ad valorem taxes, severance taxes, and unmined minerals taxes, and shall, upon request of the Seller, provide the Seller copies of all tax returns prepared in connection with such ad valorem, severance, and unmined mineral taxes.

10. Default and Remedies. In the event of any failure by the Buyer or its Successors to pay the Royalty as and when due, or to perform any other covenant or obligation of the Buyer hereunder, the Seller shall be entitled to all the rights and remedies available to it at law, in equity, by contract, or otherwise, and may bring proceedings in equity or at law or take such steps as it may deem advisable to protect and enforce its rights hereunder.

11. Conflict. This Agreement is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

12. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky without regard to or application of its conflict of laws rules.

13. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or e-mail signature pages) and all such counterparts taken together shall constitute one and the same Agreement.

14. Severability. If any provision of this Agreement or its application will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

15. Fees and Expenses. The Buyer agrees to pay the Seller, on demand, all fees, costs, and expenses (including reasonable attorneys' fees and expenses and fees and expenses of other professionals) that the Seller may incur or pay in enforcing or protecting the Seller's rights hereunder.

16. Transfer; Assignment. The parties hereto acknowledge and agree that a major part of the consideration for entering into this Agreement is the belief of the Seller that the Buyer has (a) the expertise and ability to develop, operate and maintain a mining operation on the Property sufficient to adequately mine all of the mineable and merchantable coal therein and operate the Preparation Plant, in each case, in a good and workmanlike manner, (b) the necessary financial resources and coal marketing ability, and (c) the reputation for honesty and integrity

and the standing in the coal mining industry as an expert, reliable and dependable producer, processor and marketer of coal. In light of these facts, the Buyer agrees that neither the Buyer nor any of its Successors shall sell, lease, sublease, license, assign, convey, surrender, release, terminate, encumber or otherwise transfer, directly or indirectly, in whole or in part, whether by contract, operation of law or otherwise (collectively, "Transfer"), this Agreement, the Real Property Agreements, the Property, the Preparation Plant or any rights, obligations or interest herein or therein without the Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, but may be withheld, conditioned or delayed based upon the financial viability, the coal marketing ability, the reputation, expertise, reliability or dependability, or the mining or processing capabilities of the proposed assignee or transferee, among other reasonable bases for withholding, conditioning or delaying consent; provided, however, that the Buyer and its Successors may assign this Agreement or its rights hereunder, in whole or in part, to any Affiliate without the Seller's consent, but the assigning or transferring party shall remain liable for the obligations and liabilities arising under this Agreement; provided further, however, that Seller shall be deemed to have consented to any Transfer of which Buyer or its Successor has notified Seller in writing if Seller does not provide Buyer or such Successor written notice of an objection to such Transfer within five (5) Business Days of Seller's receipt of such written notice. The Seller may assign the Royalty, this Agreement and all or any rights or obligations hereunder to any other Person without any consent from the Buyer or its Successors, but shall provide the Buyer with at least ten (10) days prior written notice.

17. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Agreement, the Purchase Agreement, and the other Related Agreements, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Purchase Agreement, and the other Related Agreements.

18. Headings. Section headings are not to be considered part of this Agreement, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Agreement or any provision in it.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date set forth in the notary blocks below to be effective as of the date first set forth above.

SELLER:

RESOURCE DEVELOPMENT LLC

By: 

Name: Philip J. Caratoni

Title: VP & Treasurer

RESOURCE LAND COMPANY LLC

By: 

Name: Philip J. Caratoni

Title: VP & Treasurer

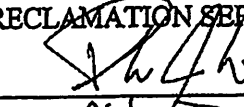
PIGEON CREEK PROCESSING CORPORATION

By: 

Name: Philip J. Caratoni

Title: VP & Treasurer

HARLAN RECLAMATION SERVICES LLC

By: 

Name: Philip J. Caratoni

Title: VP & Treasurer

NORTH FORK COAL CORPORATION

By: 

Name: Philip J. Caratoni

Title: VP & Treasurer

BUYER:

REVELATION ENERGY, LLC

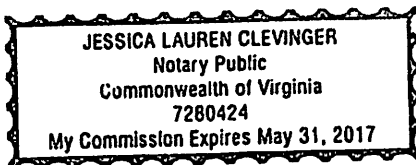
By: _____

Name: Jeffery A. Hoops

Title: President & CEO

STATE OF Virginia
COUNTY OF Bristol
City

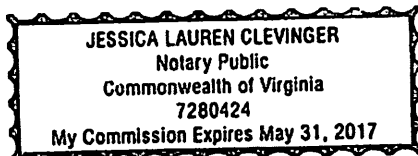
The foregoing instrument was sworn to and acknowledged before me on July 31st,
2015, by Philip J. Cavatoni, as VP & Treasurer of Resource
Development LLC, a Virginia limited liability company, on behalf of said company.



Jessica Lauren Clevinger
Notary Public
My Commission Expires: May 31, 2017

STATE OF Virginia
COUNTY OF Bristol
City

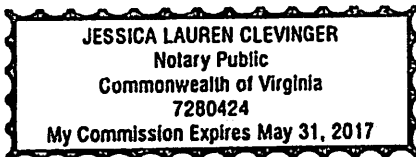
The foregoing instrument was sworn to and acknowledged before me on July 31st,
2015, by Philip J. Cavatoni, as VP & Treasurer of Resource Land
Company LLC, a Virginia limited liability company, on behalf of said company.



Jessica Lauren Clevinger
Notary Public
My Commission Expires: May 31, 2017

STATE OF Virginia
COUNTY OF Bristol
City

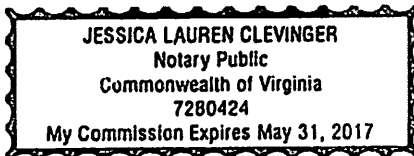
The foregoing instrument was sworn to and acknowledged before me on July 31st,
2015, by Philip J. Caratoni, as VP & Treasurer of Pigeon Creek
Processing Corporation, a Virginia corporation, on behalf of said corporation.



Jessica Lauren Clevinger
Notary Public
My Commission Expires: May 31, 2017

STATE OF Virginia
COUNTY OF Bristol
City

The foregoing instrument was sworn to and acknowledged before me on July 31st,
2015, by Philip J. Caratoni, as VP & Treasurer of Harlan Reclamation
Services LLC, a Virginia limited liability company, on behalf of said company.



Jessica Lauren Clevinger
Notary Public
My Commission Expires: May 31, 2017

STATE OF Virginia
COUNTY OF Bristol
City

The foregoing instrument was sworn to and acknowledged before me on July 31st,
2015, by Philip J. Caratoni, as VP & Treasurer of North Fork Coal
Corporation, a Virginia corporation, on behalf of said corporation.



Jessica Lauren Clevinger
Notary Public
My Commission Expires: May 31, 2017

BUYER:

REVELATION ENERGY, LLC

By: 

Name: Jeffery A. Hoops

Title: President & CEO

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me on _____,
2015, by _____, as _____ of Resource
Development LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me on _____,
2015, by _____, as _____ of Resource Land
Company LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission Expires: _____

STATE OF Kentucky
COUNTY OF Franklin

The foregoing instrument was sworn to and acknowledged before me on July 31
2015, by Jeffery A. Hoops, as President & CEO of Revelation Energy, LLC, a Kentucky limited
liability company, on behalf of said company.

Jeffery A. Hoops
Notary Public

My Commission Expires: 03/31/2018

EXHIBIT A**Real Property Agreements**

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
ACIN, LLC	Resource Development LLC	9/29/98	Harlan KY, Letcher, KY & Wise, VA	Harlan: LB 39, PG 235 Letcher: LB 44, PG 540 Wise: Unrecorded	Coal Mining Lease and Sublease between ACIN LLC (successor to Ark Land Company), Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) First Amendment dated June 15, 1999; 2) Amendment No. 2 dated October 26, 2000; 3) Amendment No. 3 dated December 31, 2000; 4) First Amendment to Amendment No. 3 dated January 3, 2011; 5) Partial Lease Surrender dated January 1, 2004; 6) Fourth Amendment dated August 1, 2004; 7) Second Partial Lease Surrender dated October 1, 2004; 8) Fifth Amendment dated March 1, 2005; 9) Sixth Amendment dated December 1, 2005; 10) Seventh Amendment dated June 16, 2006; 11) Eighth Amendment dated September 1, 2007; 12) Ninth Amendment dated August 1, 2008; 13) Tenth Amendment dated February 5, 2009; 14) Eleventh Amendment dated January 25, 2010; 15) Twelfth Amendment dated February 1, 2010; 16) Thirteenth Amendment dated April 19, 2010; 17) Fourteenth Amendment dated April 1, 2012; 18) Seventh Partial Lease Surrender Agreement dated April 1, 2012; 19) Fifteenth Amendment dated April 1, 2012; 20) Eighth Partial Lease Surrender Agreement dated August 1, 2013; 21) Tenth Partial Lease Surrender dated November 21, 2013; 22) Ninth Partial Lease Surrender dated January 1, 2014; 23) Sixteenth Amendment dated January 1, 2014; 24) Letter Agreement dated May 28, 2003; 25) Letter Agreement dated April 28, 2004; 26) Letter Agreement dated May 10, 2005; and 27) Letter Agreement dated October 23, 2007.
Lewis, Burney, Jr., and Jacqueline L., et al	Resource Development LLC	5/15/12	Harlan, KY	LB 50, PG 474	Coal Lease between Burney Lewis, Jr. and his wife, Jacqueline L. Lewis, James Boyd Lewis, unmarried, and Lynetta Lewis Alexander, unmarried, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Hall, Robert E., et al	Resource Development LLC	9/14/11	Harlan, KY	LB 50, PG 262 (Hall Counterpart) & LB 50, PG 395 (Williams)	Coal Lease between Robert E. Hall (single); Jesse Hall and Kelly Hall, his wife; William Edward Williams, fka William Edward Hall, and Sakri Williams, his wife; and Michael Eugene Williams, fka Michael Eugene Hall, and Susan Williams, his wife; Merribeth Burns and Steven Burns, her husband; Darlene Kress and Robert Cress, her husband; and Maxine Cox Cecil and Philip S. Cecil,

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
				Counterpart)	IV, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
McQueen, Tammy E.	Resource Development LLC	8/19/05	Harlan, KY	Unrecorded	Coal Lease between John C. Hall, Jr. (deceased), now Tammy E. McQueen, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Fields, Frances G.	Resource Development LLC	9/3/05	Harlan, KY	Unrecorded	Coal Lease between Frances G. Fields, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Deal, Yvonne, et al	Resource Development LLC	6/22/07	Harlan, KY	LB 49, PG 484	Coal Lease between Elsie Watts, single, now deceased, interest succeeded by Yvonne Deal, Randall Hogg, Tommy D. Hogg, Michael S. Hogg, Gary Hogg and Darlene Hogg, Lisa Hogg, Jesse Hogg and Stephanie Hogg, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Deal, David Claude and Yvonne Boggs	Resource Development LLC	6/17/11	Harlan, KY	LB 50, PG 142	Coal Lease between Yvonne Boggs Deal, and her husband, David Claude Deal, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Hall, Darlene	Resource Development LLC	6/22/07	Harlan, KY	LB 49, PG 480	Coal Lease between Darlene Hall, single, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Maggard, Connie	Resource Development LLC	7/13/00	Letcher, KY	LB 49, PG 149	Lease Agreement between Vernon Maggard (deceased) and Connie Maggard, husband and wife, Lessor, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) Amendment dated November 22, 2005; and 2) Amendment dated March 11, 2010.
Shivel, Charles E. and Sandra K., et al	Resource Development LLC	11/13/09	Harlan, KY	LB 49, PG 359	Coal Lease between Sandra K. Shivel and Charles E. Shivel, Jr., her husband; Janice L. Wimer, single; Timothy S. Gilley and Retha Gilley, his wife, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Henson, Charles L., et al	Resource Development LLC	11/15/10	Harlan, KY	LB 49, PG 554 & LB 50, PG 409	Coal Lease between Charles L. Henson, single; Donnie W. Henson, single; Gary Henson and Elizabeth Henson; his wife; Sharon H. Little and Robert Little, her husband; Patricia A. Stanfield, single; Mary J. Cornett, single; Buelah M.

Current Lessor/ Sublessee/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
					Martin(deceased) and Phillip D. Martin, her husband; Michael S. Morgan, single; Georgia F. Gilley, single; Brett D. Gilley, single; Shaun E. Foust, single; Ernestine G. Bilbrey and Dennis Bilbrey, her husband; David E. Gilley and Becky Gilley, his wife; Eudean G. S. Butler, single; Eric Ray Gilley and Donna Gilley, his wife; Ernest Lee Gilley, single; Barry W. Arp and Sharon F. Arp, his wife; Charlotte R. Dugger and Robert G. Dugger, her husband; Helen A. Rogerson and Brian Rogerson, her husband; and Wilma J. McClure and Charles McClure, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Mitchell, Dart Keith and Melissa, et al	Resource Development LLC	2/25/11	Harlan, KY	LB 50, PG 45	Coal Lease between Dart Keith Mitchell and Melissa Mitchell, his wife, Darren Mitchell and _____, his wife; Davetta A. Pomahatch and Richard Francis Pomahatch, her husband; Susan E. Hoffman and Richard Frank Hoffman, Jr., her husband; Timothy Allen Hicks, single; Jimmy Charles Hicks and Roxanne Marie Hicks, his wife; Joe Gilley and Rita Gilley, his wife; and Dwayne Gilley, single, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Heddon, Jonathan D., et al	Resource Development LLC	9/14/11	Harlan, KY	LB 50, PG 275	Coal Lease between Jonathan D. Heddon; Dianna L. Bowers and Dave Bowers, her husband; Danelle L. Bennett and Ray Doll, her husband; Robert L. Bennett, single; Tia R. Bennett, single; Lacie A. MaKary and Jonathan MaKary, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Firchau, Richard and Sarah E., et al	Resource Development LLC	11/13/09	Harlan, KY	LB 49, PG 60	Coal Lease between Sarah E. Firchau, and Richard Firchau, her husband; William R. White and Donna White, his wife; Bethel W. Gilliam and Teresa Gilliam, his wife; Sheila G. Hall and Samuel Hall, her husband; Sharon G. Park and James Park, her husband; Joan E. Lewis and Darrell Lewis, her husband; Mary Magalene Lewis, single (deceased), now Robert Lewis, Ronnie Lewis, Crystal Clarkson, Vickie Smith, Barbara Rosensteel, Richard Lewis and Randall Lewis; Ruth E. Bush, single; M. Faye North, single; Ora Jewel Ison and Donald Ison, her husband; Robert M. Bush and Velda Bush, his wife; Ellen R. Bush, single; Ursle Bush and Colleen M. Bush, his wife; Margaret Halcomb and Michael L. Halcomb, her husband; and Robert M. Bush, single, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
Ison, Donald and Ora Jewel	Resource Development LLC	11/13/09	Harlan, KY	LB 50, PG 417	Coal Lease between Ora Jewel Ison and Donald Ison, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
White, Raymond A. and Mary E., et al	Resource Development LLC	5/1/08	Harlan, KY	LB 48, PG 59	Coal Lease between Raymond A. White and Mary White, his wife; David W. Creech and Bertha Creech, his wife; Pamela D. Banks and Kenneth Banks, her husband; Angela S. Collier and Gregory A. Collier, her husband; Anna DeLois Davis and Hurlen Davis, her husband; Eunice White, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
White, Mary Lou, et al	Resource Development LLC	1/18/08	Harlan, KY	LB 47, PG 749	Coal Lease between Ralph W. White (deceased) and Mary L. White, his wife; Gladys W. Keith and Kenneth E. Keith; Mary P. Keith, single; Bobby D. White and Joyce E. White, his wife; David M. White and Wilma E. White, his wife; Roy O. White and Kay P. White, his wife, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Arnette, Bobby J. Sr., et al	Resource Development LLC	6/30/08	Harlan, KY	LB 48, PG 330	Coal Lease between Bobby J. Arnette, Sr., single; Bobby J. Arnette, Jr. and Kathleen M. Arnette, his wife; Deborah U. Adams and Robert Adams, her husband; V. Darlene Arnette, single; Cynthia A. Richey and Albert Richey, her husband; Jacqueline M. Hodgson and Jim Hodgson, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
White, Michael J. and Lisa A., et al	Resource Development LLC	7/31/08	Harlan, KY	LB 48, PG 627	Coal Lease between Michael J. White and Lisa A. White, his wife; Edward E. White, single; Renee J. Whitman and Enoch Whitman, her husband; Deborah K. White (Hill), single; Deanne K. Campbell, single; David A. White, single; James Q. Evans, single; Sherry D. Ispan and Richard, her husband; James A. Evans and Robin A. Evans, his wife; Cody G. White, single; Buford White, single; Elwin A. White and Suzanne W. White, his wife; Shirley J. Fletcher; Joyce Marks and Robert Marks, her husband; Brenda Wilhite and Frank E. Wilhite, her husband, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Winters, Betty J., et al	Resource Development LLC	3/12/08	Harlan, KY	LB 48, PG 54	Coal Lease between Betty J. Winters, single; Charles Douglas White, single, Lessors, and Resource Development LLC, Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
Penn Virginia Operating Co., LLC	Resource Development LLC	5/20/96	Harlan, KY; Wise, VA	Unrecorded	Lease Agreement between Penn Virginia Coal Company, now Penn Virginia Operating Co., LLC, Lessor, and Resource Development LLC (successor by merger and assignment to Powell River Resources Corporation), Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) First Amendment dated April 3, 1997; 2) Second Amendment dated September 15, 1997; 3) Third Amendment dated February 5, 2005; 4) Fourth Amendment dated June 9, 2000; 5) Amendment of Lease (No.5) dated September 1, 2000; 6) Amendment of Lease (No.6) dated February 5, 2001; 7) Seventh Amendment dated May 24, 2001; 8) Letter Agreement dated June 15, 2001; 9) Letter Agreement dated June 29, 2001; 10) Amendment No. 8 dated November 12, 2001; 11) Letter Agreement dated December 20, 2001; 12) Letter Agreement dated May 31, 2002; 13) Amendment No. 9 dated June 3, 2002; 14) Letter Agreement dated October 7, 2003; 15) Amendment 10 dated December 12, 2003; 16) Amendment 11 dated December 1, 2003; 17) Letter Agreement dated February 26, 2004; 18) Letter Agreement dated May 26, 2004; 19) Letter Agreement dated July 6, 2004; 20) Amendment 12 dated December 22, 2004; 21) Amendment 13 dated May 31, 2005; 22) Amendment 14 dated December 22, 2005; 23) Amendment 15 dated May 17, 2006; 24) Amendment 16 dated August 23, 2006; 25) Amendment 17 dated May 17, 2007; 26) Amendment 18 dated April 30, 2008; 27) Amendment 19 dated July 7, 2008; 28) Amendment No. 20 dated January 27, 2009; 29) Amendment 21 dated March 18, 2009; 30) Amendment 22 dated July 17, 2009; 31) Letter Agreement dated January 1, 2010; 32) Amendment 23 dated January 19, 2010; 33) Amendment 24 dated February 9, 2010; 34) Letter Agreement dated February 12, 2010; 35) Notice Letter dated October 22, 2010; 36) Amendment 25 dated September 27, 2011; 37) Amendment No. 26 dated May 21, 2012; 38) Letter Agreement dated June 13, 2012; 39) Letter Agreement dated March 27, 2009; 40) Amendment No 27 dated July 18, 2013; 41) Agreement dated January 1, 2015; and 42) Amendment No 28 dated January 1, 2015.
Pardee Minerals LLC	Resource Development LLC	9/13/06	Lee, VA & Harlan, KY	Unrecorded	Lease Agreement between Pardee Minerals, LLC, Lessor, and Resource Development LLC (successor by merger and assignment to Powell River Resources Corporation), Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by Amendment dated March 16, 2010.
Penn Virginia Operating Co.,	Pigeon Creek Processing	2/5/00	Wise, VA	Unrecorded	Lease between Penn Virginia Coal Company, now Penn Virginia Operating Co., LLC, Landlord, and Pigeon Creek Processing Corporation, Tenant, as amended,

Current Lessor/ Sublessee/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
LLC	Corporation				assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) Amendment dated October 19, 2006; and 2) Amendment dated January 1, 2015.
Penn Virginia Operating Co., LLC	North Fork Coal Corporation	2/12/97	Wise, VA & Harlan, KY	Unrecorded	Amendment and Restatement Of Lease Agreement between Penn Virginia Coal Company, now Penn Virginia Operating Co., LLC, Lessor, and North Fork Coal Corporation (successor by merger to Winifrede Coal Corporation), Lessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) Amendment dated August 31, 1999; 2) Amendment dated April 3, 2012; and 3) Amendment dated July 23, 2013.
Ark Land Company	Resource Development LLC	3/1/05	Harlan, KY	Unrecorded	Sublease between Ark Land Company, Sublessor, and Resource Development LLC, Sublessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Resource Development LLC	A & G Coal Corporation	4/29/09	Harlan, KY Wise, VA	Unrecorded	Amended and Restated Sublease between Resource Development LLC, Sublessor, and A & G Coal Corporation, Sublessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) First Amendment dated January 25, 2010; 2) Agreement dated April 29, 2009; 3) Personal Guaranty by Jerry W. Wharton dated April 29, 2009; 4) Bill of Sale dated April 29, 2009; 5) Coalhaul Road Joint Use Agreement dated April 29, 2009; 6) Agreement Regarding Mine Permits dated April 29, 2009; 7) Joint Use Operations Agreement dated February 9, 2011; 8) Irrevocable Standby Letter of Credit (Central Bank) dated April 29, 2009; 9) Letter Agreement dated December 23, 2013; and 10) Irrevocable Standby Letter of Credit (Select Bank) dated May 15, 2015.
Resource Development LLC	A & G Coal Corporation	4/1/02	Letcher, KY	Unrecorded	Sublease between Resource Development LLC, Sublessor, and A & G Coal Corporation (as assignee of Pinnacle Resources LLC), Sublessee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by: 1) First Amendment dated April 29, 2009; 2) Assignment of And Consent to Assignment of Sublease dated December 29, 2003; and 3) Letter Agreement dated March 31, 2012.
ACIN LLC, Resource Development and Harlan Reclamation Services LLC	Commonwealth of Kentucky, Transportation Cabinet	11/19/12	Letcher, KY	Unrecorded	Right of Entry granted to Commonwealth of Kentucky, Transportation Cabinet by ACIN LLC, Resource Development LLC and Harlan Reclamation Services LLC, as amended, restated, surrendered, restated or otherwise modified from time to time.

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
Interstate Railroad Company	Pigeon Creek Processing Corporation	8/29/01	Wise, VA	Unrecorded	Agreement between Interstate Railroad Company, Licensor, and Pigeon Creek Processing Corporation (successor by assignment), Licensee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time, including by Assignment And Modification Agreement, dated May 26, 2009, between Interstate Railroad Company; East Mountain Processing, LLC, Assignor, and Pigeon Creek Processing Corporation, Assignee.
Interstate Railroad Company	Pigeon Creek Processing Corporation	9/30/07	Wise, VA	Unrecorded	Siding Lease Agreement between Interstate Railroad Company (now by agent, Norfolk Southern Corporation), Railway, and Pigeon Creek Processing Corporation, Industry, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Pigeon Creek Processing Corporation	Commonwealth of Virginia, Department of Mines, Minerals and Energy	6/24/13	Wise, VA	Unrecorded	Consent For Right Of Entry between the Commonwealth of Virginia, Department of Mines, Minerals and Energy, Division of Mined Land Reclamation and U. S. Department of Interior, Office of Surface Mining Reclamation and Enforcement, Grantee, and Pigeon Creek Processing Corp., Grantor, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Resource Land Company LLC	Windstream Kentucky East, LLC	1/17/13	Harlan, KY	Unrecorded	Easement Agreement between Resource Land Company, LLC, Grantor, and Windstream Kentucky East, LLC, Grantee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Old Virginia Services, LLC	Resource Land Company LLC and North Fork Coal Corporation	1/1/14	Harlan, KY	Unrecorded	Amended and Restated Agreement for Contract Mining and Coal Preparation Plant Operations between Black Mountain Resources LLC (now merged into Resource Land Company LLC), Resource Land Company LLC, and North Fork Coal Corporation (collectively Company) and Old Virginia Services LLC, Contractor, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Commonwealth of Kentucky, Transportation Cabinet	Harlan Reclamation Services LLC and Resource Development LLC	12/13/12	Letcher, KY	Unrecorded	Memorandum Of Agreement between Commonwealth of Kentucky, Transportation Cabinet, (DOT); The Commonwealth of Kentucky, Energy and Environment Cabinet, (EEC); Harlan Reclamation Services, LLC, (HRS); and Resource Development, LLC, (RDC), as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.

Current Lessor/ Sublessor/ Other	Current Lessee/ Sublessee/ Other	Execution Date	Location (County, State)	Lease Book/ Page or Instrument #	Description
Commonwealth of Kentucky, Transportation Cabinet	Harlan Reclamation Services LLC and Resource Development LLC	12/13/12	Letcher, KY	Unrecorded	Final Settlement and Reimbursement Agreement between the Commonwealth Of Kentucky, Transportation Cabinet (DOT), and Harlan Reclamation Services, LLC, and Resource Development, LLC, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Lewis, Burney, Jr., and Jacqueline L.	Resource Development LLC	10/2/13	Harlan, KY	Unrecorded	Option Agreement between Burney Lewis, Jr. and Jacqueline L. Lewis, husband and wife; James Boyd Lewis, unmarried; and Lynetta Lewis Alexander, widow, Optionors, and Resource Development LLC, Optionee, as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Resource Development LLC	Commonwealth of Virginia	9/16/13	Wise, VA	Unrecorded	Right of Entry granted to Commonwealth of Virginia, Department of Mines, Minerals and Energy, Division of Mind Land Reclamation by Resource Development LLC (successor by merger to Nine Mile Spur, LLC), as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Resource Development LLC	Virginia Department of Mines, Minerals and Energy, Division of Mined Land Reclamation	1/24/13	Wise, VA	Unrecorded	Consent for Right of Entry between Resource Development LLC (successor by merger to Meadow Branch Coal, LLC), Owner, and the Commonwealth of Virginia, Department of Mines, Minerals and Energy, Division of Mined Land Reclamation (the "Division"), and the U.S. Dept. of the Interior, Office of Surface Mining Reclamation and Enforcement (the "Office"), as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.
Abba and Company	Resource Development LLC	6/21/2012	Wise, VA	Unrecorded	Agreement between Abba and Company and Resource Development LLC (successor by assignment and merger), as amended, assigned, surrendered, restated or otherwise modified, in whole or in part, from time to time.

Exhibit 2

**PARTIAL LEASE SURRENDER AND
ASSIGNMENT OF SUBLEASES AND LETTER OF CREDIT**

THIS PARTIAL LEASE SURRENDER AND ASSIGNMENT OF SUBLEASES AND LETTER OF CREDIT ("Agreement") is made, entered into and effective April 1, 2016 by and between ACIN LLC, a Delaware limited liability company ("Lessor"), and REVELATION ENERGY, LLC, a Kentucky limited liability company ("Revelation").

WITNESSETH:

WHEREAS, Lessor and Revelation are parties to that certain Amended, Consolidated and Restated Coal Mining Lease dated July 31, 2015 (as amended, supplemented and assigned, "Lease 8201"); and

WHEREAS, by that certain Sublease dated as of April 1, 2002, Revelation's predecessor-in-interest, Resource Development, LLC ("Resource"), subleased certain coal seams in a portion of the area covered by Lease 8201 to Pinnacle Resources, LLC, which Sublease, together with any and all ancillary agreements, amendments, and assignments thereto are collectively referred to as the "2002 Sublease"; and

WHEREAS, the interest of Resource as Sublessor of the 2002 Sublease has been assigned to, and is currently held by, Revelation and the interest of Pinnacle Resources, LLC as Sublessee of the 2002 Sublease has been assigned to, and is currently held by A & G Coal Corporation, a Virginia corporation (the "Sublessee"); and

WHEREAS, by that certain Amended and Restated Sublease dated as of April 29, 2009, Resource subleased certain additional coal seams in another area covered by Lease 8201 to Sublessee, which Amended and Restated Sublease, together with any

and all ancillary agreements, amendments, and assignments thereto are collectively referred to as the "2009 Sublease"; and

WHEREAS, the interest of Resource as Sublessor of the 2009 Sublease has been assigned to, and is currently held by, Revelation and Sublessee continues to be the Sublessee of the 2009 Sublease; and

WHEREAS, the 2002 Sublease and the 2009 Sublease, together with any and all ancillary agreements, amendments, and assignments thereto, are collectively referred to as the "Subleases"; and

WHEREAS, by Agreement dated April 29, 2009 between Sublessee and Resource (the "L/C Agreement"), Sublessee agreed to deliver and maintain an irrevocable letter of credit in the amount of \$2,000,000 (said letter of credit, together with any and all extensions, amendments, replacements and substitutions of the same and any supplemental letter of credit being hereinafter referred to as the "Letter of Credit") to secure the "Obligations" (as defined in the L/C Agreement), which Obligations include the performance of all covenants, conditions and obligations of Sublessee under the Subleases, including reasonable attorneys' fees; and

WHEREAS, the terms of the L/C Agreement are binding on Sublessee and Resource and their respective successors and assigns, and in conjunction with the assignment of the Subleases to Revelation, Revelation has succeeded to all interests of Resource under the L/C Agreement and Letter of Credit and Resource has assigned all of Resource's rights under the L/C Agreement and Letter of Credit to Revelation; and

WHEREAS, upon and subject to the terms and conditions of this Agreement, Revelation desires to surrender and release its rights, title, estates and interests under

Lease 8201 in and to (i) all coal located in the Low Splint seam of coal and all seams above the Low Splint seam to the No. 14 seam of coal, within, upon or under that certain area of land located in Letcher County, Kentucky (and a small portion in Wise County, Virginia) as more specifically shown, identified and designated on the map attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof, and (ii) all coal located in the Upper Winifrede seam of coal and all seams above the Upper Winifrede seam lying within, upon or under that certain area of land located in Harlan County, Kentucky (and a small portion in Wise County, Virginia) as more specifically shown, identified and designated on the map attached hereto as Exhibit A and by this reference incorporated herein (said coal seams within the designated areas shown on Exhibit A being hereinafter collectively referred to as the "Released Coal"), together with all surface rights and coal mining rights pertaining to the Released Coal (such Released Coal, together with all surface rights and coal mining rights pertaining to the Released Coal being herein collectively referred to as the "Released Premises"); and

WHEREAS, in conjunction with the surrender and release of the Released Premises, Revelation desires to assign and transfer the Subleases, together with L/C Agreement and Letter of Credit, to Lessor; and

WHEREAS, it is the intention of the parties that the assignment of the Subleases from Revelation to Lessor shall not result in a merger of any estates of the Lessor but rather, the parties intend and agree that the Subleases shall survive such assignment and shall continue to be supported and secured by the L/C Agreement and Letter of Credit and that Revelation's and Resource's interests in the L/C Agreement

and Letter of Credit be wholly assigned and transferred to Lessor along with the Subleases.

NOW, THEREFORE, for and in consideration of the foregoing premises, the agreements and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Revelation does hereby surrender, yield up and release unto Lessor all of its rights, title, estate and interest currently owned and held under Lease 8201 in and to the Released Premises, limited to such Released Premises, and no more.

2. Lessor does hereby accept Revelation's surrender and release of the rights, title, estate and interest in and to the Released Premises; provided, however, such surrender and release shall not work to release Revelation, its successors and assigns, from any liability to Lessor arising out of or related to any activities or obligations of Revelation pertaining to the Released Premises which arose or occurred prior to the date hereof and provided further that neither Revelation's surrender and release of the rights, title, estate and interest in and to the Released Premises, nor the assignment of the Subleases from Revelation to Lessor shall result in a termination of the Subleases or a merger of any estate under the Subleases with any other estates of the Lessor, but rather the Subleases shall survive such assignment.

3. Revelation hereby assigns, transfers and sets over unto the Lessor all of its right, title, interest, duties and obligations in, to and under the Subleases, the L/C Agreement and the Letter of Credit, including, without limitation any and all unpaid

royalties, prepaid royalties, escrowed royalties, and un-recouped minimum royalties under the Subleases and all beneficial rights under the L/C Agreement and Letter of Credit and all rights to draw upon the Letter of Credit. The assignment of the Subleases as set forth herein is subject to the performance by the Lessor, as to the Released Coal only, of the obligation, if any, provided in that certain Transaction Agreement dated effective July 31, 2015 by and between Resource et al. and Revelation (the "Resource Agreement"), to pay Resource, et al. a payment equal to one percent (1%) of the Gross Selling Price (as defined in Lease 8201) of Released Coal mined after April 1, 2016 for which Lessor actually receives its full tonnage royalty payment (the "1% Payment"). In the event of any default by the Lessor in the performance of the payment of any amount due under this paragraph 3, which default is not cured within twenty (20) days after the delivery by Revelation to the Lessor of written notice thereof, Revelation shall have the option (in its sole discretion) to pay such amounts to Resource et al. or to their successors and assigns, as the case may be, and recover the sum due from Lessor plus interest at the rate provided in Lease 8201. Lessor shall be entitled to receive and retain any unpaid royalties owed to Revelation and obtained by Lessor with respect to the Released Premises pertaining to mining prior to April 1, 2016. With respect to coal mined from the Released Premises between July 31, 2015 and April 1, 2016 only, Lessor agrees to pay Revelation 0.5% of the Gross Selling Price (as defined in Lease 8201) from tonnage royalties actually received by Lessor for coal mined from the Released Premises between July 31, 2015 and April 1, 2016. Any disputes as to this amount shall be subject to arbitration as provided in Lease 8201. At Lessor's request, Revelation shall cooperate with Lessor in taking steps necessary to cause the obligation

to pay the 1% Payment with respect to the Released Coal arising from mining after April 1, 2016 to become a direct obligation between Resource et al, its successors and assigns, and Lessor.

4. Lessor hereby assumes all of the Revelation's right, title, interest, duties and obligations in, to and under the Subleases arising after the date of this Agreement and agrees to be bound by all of the terms and conditions of the Subleases from and after the date of this Agreement, and to pay, perform and discharge, all duties and obligations of Revelation under the Subleases arising after the date of this Agreement; provided, however, that Lessor shall not assume nor be liable in any way for any liabilities or obligations that arose prior to the date of this Agreement or that arise from any breach or default by Revelation or Resource on or prior to the date of this Agreement.

5. In further consideration of the transactions under this Agreement: (i) Lessor agrees to credit against Revelation's "Annual Deficiency Minimum Royalty"/quarterly royalty deficiency due under Lease 8201, a tonnage royalty in the amount of the greater of 7.5% of the "Gross Selling Price" (as defined in Lease 8201) or \$2.75 per ton of coal, for the coal mined by Sublessee or its successors from the Released Premises under the Subleases or any replacement of the Subleases entered into between Lessor and Sublessee with respect to the Released Premises (a "Replacement Lease"), upon which Sublessee has paid Lessor the tonnage royalty due under the Subleases or any Replacement Lease, and (ii) Lessor agrees to credit against Revelation's "Transaction Payment" due under Lease 8201, an amount equal to 1% of the "Gross Selling Price" (as defined in the Lease 8201) for the coal mined by

Sublessee or its successors from the Released Premises under the Subleases or any Replacement Lease upon which Sublessee has paid Lessor the tonnage royalty due under the Subleases or any Replacement Lease.

6. In further consideration of the transactions contemplated under this Agreement, Revelation has assigned, transferred and set over to Lessor all rights of Revelation and Resource in and to the L/C Agreement and Letter of Credit. Revelation shall deliver the original Letter of Credit to Lessor upon execution of this Agreement and shall execute such additional and further assignment, transfer and other documents as Lessor may request to effectuate, document and/or evidence the assignment of the Letter of Credit and L/C Agreement and all rights thereunder (including all rights originally held by Resource) to Lessor.

7. Revelation represents and warrants to the Lessor that the following are true and correct as of the date hereof.

(a) A true and complete copy of each of the Subleases, including all amendments thereto, has heretofore been provided to Lessor, and the Subleases have not been materially amended, modified, assigned or subleased.

(b) Revelation has provided Lessor with an accurate and complete list of all prepaid royalties, escrowed royalties, and un-recouped minimum royalties available to Sublessee under each of the Subleases.

(c) Each of the Subleases is valid, binding and enforceable in accordance with its terms and is in full force and effect. The leasehold estate created by each of the Subleases is free and clear of all encumbrances created by, though or under Revelation or Resource or any affiliate of Revelation or Resource.

(d) Except as has been disclosed to Lessor in writing, there are no defaults, breaches or violations by Revelation or Resource under any of the Subleases and to Seller's knowledge no event has occurred that (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default, breach or violation by Revelation or Resource under any of the Subleases. To the knowledge of Revelation, there are no defaults by any other party or to Seller's knowledge any events, which with notice, the passage of time or both, would constitute such a default, breach or violation by any other party under any of the Subleases. Other than for non-payment of past due royalties, to the knowledge of Revelation, there are no existing disputes between Revelation or Resource and any other party to any of the Subleases or, to Revelation's knowledge, any party having rights under or with respect to the Subleases.

(e) Revelation and Resource have otherwise complied in all material respects with the Subleases, and Revelation has not otherwise subleased, assigned or otherwise granted to any person the right to use or occupy the Released Premises or any portion thereof.

(f) There are no outstanding options or rights of first refusal to purchase or sublease any of Revelation's interest in the Subleases or any interest therein.

(g) The Letter of Credit remains validly issued and outstanding and Resource has assigned all of its rights and interests in, to and under the Letter of Credit and L/C Agreement, including the right to draw upon the Letter of Credit, to Revelation. Revelation is the owner of the beneficial interests in and to the Letter of

Credit and L/C Agreement. Revelation has not received any oral or written communication from Resource or the issuer of the Letter of Credit asserting the invalidity or termination of the Letter of Credit or Revelation's ability to receive the assignment of the Letter of Credit or L/C Agreement from Resource, or Revelation's ability to further assign the Letter of Credit or L/C Agreement to Lessor.

(h) Revelation has not received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that Revelation, Sublessee or the Released Premises is not in material compliance with any Environmental Laws (hereafter defined), except for such written communications that have been resolved in all respects.

8. For purposes of this Agreement, "Environmental Laws" means any laws that require or relate to: (A) advising appropriate governmental authorities, employees or the public of intended or actual releases of Hazardous Materials, violations of discharge limits or other prohibitions or of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment; (B) preventing or reducing to acceptable levels the release of Hazardous Materials into the Environment; (C) reducing the quantities, preventing the release or minimizing the hazardous characteristics of wastes that are generated; (D) protecting the Environment, natural resources, species or the restoration of the Environment or natural resources; (E) reducing to acceptable levels the risks inherent in the transportation of Hazardous Materials or other potentially harmful substances; (F) cleaning up Hazardous Materials that have been released, preventing the threat of release or paying the costs of such clean up or prevention; or (G) making responsible

parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets. "Environmental Laws" shall include, without limitation, CERCLA or any successor laws, the Resource Conservation and Recovery Act, as amended §§ 42 U.S.C. 6901 et seq. ("RCRA") or any successor laws and the Surface Mining Control and Reclamation Act ("SMCRA") or any successor laws; the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq. ("TSCA"), the Safe Drinking Water Act, 42 U.S.C. §§300g, et seq., the Clean Water Act, 33 U.S.C. §§1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Endangered Species Act, 16 U.S.C. §§1501 et seq.; all similar state laws; and shall further include all applicable laws relating to pollution or protection of human health or the Environment, relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

9. Lessor and Revelation stipulate and agree that Lease 8201, as previously amended and now modified by the surrender and release of the Released Premises pursuant to this Agreement, is and shall remain in full force and effect.

10. This Agreement shall not be amended, modified or altered, in whole or in part, except by written agreement between the Parties hereto.

11. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns.

12. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

13. At Revelation's sole cost and expense, Revelation shall promptly execute and deliver, or cause to be executed and delivered by Revelation and/or Resource, all such documents, agreements and instruments Lessor may require to fully and effectively transfer and assign the L/C Agreement, Letter of Credit and the right to draw on the Letter of Credit to Lessor. Revelation shall further execute and deliver, or cause to be executed and delivered all such other documents, agreements and instruments as Lessor may reasonably request to further evidence or otherwise consummate or further the transactions contemplated by this Agreement or to correct any omissions or errors in the assignments and other documents contemplated by this Agreement, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection with this Agreement.

14. This Agreement may be executed in one or more counterparts (including by means of tele copied or electronic signature pages) and all such counterparts taken together shall constitute one and the same agreement.

15. Lessor and Lessee agree that upon request by either party, a short form of this Agreement Lease shall be executed and recorded in lieu of recording this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ACIN LLC,
a Delaware limited liability company

By: NRP (OPERATING) LLC,
Its: ~~Sole Operating Member~~

By: 

Its: Vice President and Chief Engineer

REVELATION ENERGY, LLC,
a Kentucky limited liability company

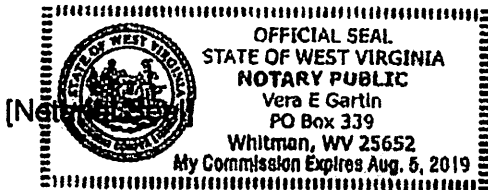
By: 

Its: President

STATE OF WEST VIRGINIA)
COUNTY OF LOGAN) ss.:

The foregoing instrument was acknowledged before me this 4th day of April, 2016, by Craig T. Weston, as VP & Chief Engineer of NRP (Operating) LLC, the Sole Operating Member of ACIN, LLC a Delaware limited liability company, on behalf of the limited liability company.

My Commission Expires: August 5, 2019



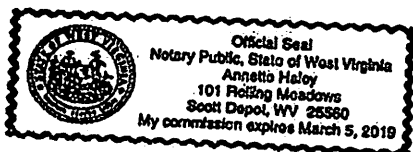
Vera E. Gartin
Notary Public

STATE OF West Virginia)
COUNTY OF Calwell) ss.:

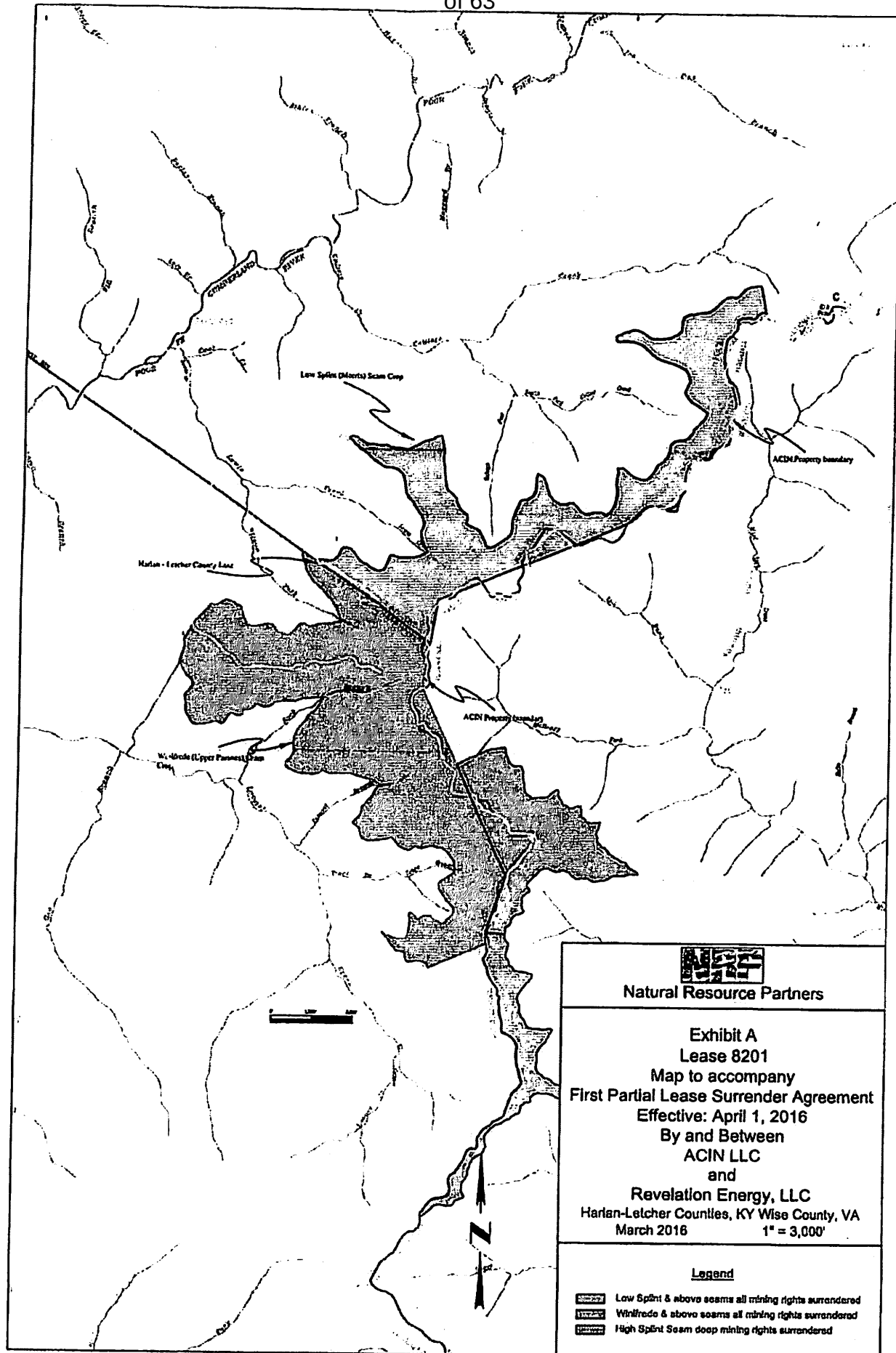
The foregoing instrument was acknowledged before me this 4 day of April, 2016, by Jeffrey A. Hoops, as President of Revelation Energy, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

My Commission Expires: March 5, 2019

[Notarial Seal]






Annette Haley
Notary Public



Natural Resource Partners

Exhibit A
Lease 8201
Map to accompany
First Partial Lease Surrender Agreement
Effective: April 1, 2016
By and Between
ACIN LLC
and
Revelation Energy, LLC
Harlan-Letcher Counties, KY Wise County, VA
March 2016 1" = 3,000'

Legend

-  Low Splint & above seams all mining rights surrendered
-  Winifredo & above seams all mining rights surrendered
-  High Splint Seam deep mining rights surrendered

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT (the "Assignment") is made and entered into this 24th day of May, 2019 by and among **Resource Development LLC**, a Virginia limited liability company; **Resource Land Company, LLC**, a Virginia limited liability company; **Pigeon Creek Processing Corporation**, a Virginia corporation; **Harlan Reclamation Services LLC**, a Virginia limited liability company, and **North Fork Coal Corporation**, a Virginia corporation, hereinafter collectively referred to as "Assignors", party of the first part, and **Lexington Coal Royalty Company, LLC**, a Delaware limited liability company, hereinafter referred to as "Assignee", party of the second part.

WHEREAS, pursuant to that certain Transaction Agreement effective July 31, 2015 ("Transaction Agreement"), between Assignors as "Seller" and Revelation Energy, LLC, a Kentucky limited liability company ("Revelation"), as "Buyer", a copy of which is attached hereto as **Exhibit 1** for reference purposes, Buyer is obligated to pay unto Assignors certain royalty payments as set forth therein; and

WHEREAS, any capitalized term used herein, unless defined herein, shall have the meaning assigned to it in the Transaction Agreement; and

WHEREAS, the Transaction Agreement was amended by an amendment of even date herewith (the "Amendment"); and

WHEREAS, Assignors and Assignee desire to enter into this Assignment whereby Assignors will assign to Assignee the Transaction Agreement as amended by the Amendment and all rights to receive payments of Royalty (as that term is defined in the Transaction Agreement) thereunder, as set forth herein.

WITNESSETH:

That for and in consideration of the mutual benefits and covenants set forth herein, Assignors and Assignee do hereby agree as follows:

1. Effective as of the date of this Assignment, Assignors do hereby transfer, convey, assign, delegate, novate and set over unto Assignee, its successors and assigns, all of Assignors' right, title, and interest in, to and under the Transaction Agreement. The execution of this Assignment shall affect a novation such that Assignors shall cease to be parties to the Transaction Agreement and shall have no rights, obligations or liabilities of any kind thereunder, and the parties to the Transaction Agreement shall be Revelation and Assignee. Other than Revelation and Assignee, no other party shall have any rights, obligations or liabilities of any kind under the Transaction Agreement.

2. As further consideration for entering into this Assignment, Assignors and Revelation, the "Buyer" under the Transaction Agreement and an affiliate of Assignee, together with Lexington Coal Company, LLC ("LCC"), a Delaware limited liability company, are executing that certain Settlement Agreement and Mutual General Release of even date herewith (the "Settlement Agreement"). Assignors, Revelation and LCC agreed to assignment of the Transaction Agreement as provided for herein in connection with signing the Settlement Agreement and Revelation and LCC designated Assignee as the entity to which the Transaction Agreement should be assigned.
3. This Assignment shall be binding upon Assignors and Assignee and their respective successors and assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment by members, managers or officers who are duly authorized.

Assignors:

RESOURCE DEVELOPMENT LLC

By: _____
Its: _____

RESOURCE LAND COMPANY LLC

By: _____
Its: _____

PIGEON CREEK PROCESSING CORPORATION

By: _____
Its: _____

HARLAN RECLAMATION SERVICES LLC

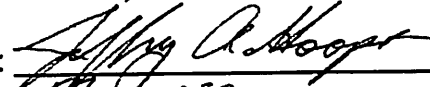
By: _____
Its: _____

NORTH FORK COAL CORPORATION

By: _____
Its: _____

Assignee:

**LEXINGTON COAL ROYALTY
COMPANY, LLC**

By: 
Its: MANAGER

Wheelage fees pursuant to Section 2 of the Transaction Agreement are estimated at \$795,000.00.

Summary of Override Royalties

Month	LEXINGTON ROYALTY CO.	
	1% GSP + 15% over \$70	
Aug-15	\$	49,120.41
Sep-15	\$	67,746.28
Oct-15	\$	69,646.66
Nov-15	\$	52,625.31
Dec-15	\$	59,882.38
Jan-16	\$	59,661.86
Feb-16	\$	57,473.55
Mar-16	\$	50,610.56
Apr-16	\$	52,791.00
May-16	\$	49,483.85
Jun-16	\$	49,358.12
Jul-16	\$	42,310.54
Aug-16	\$	44,816.79
Sep-16	\$	68,801.51
Oct-16	\$	82,176.90
Nov-16	\$	68,310.80
Dec-16	\$	64,807.24
Jan-17	\$	714,920.68
Feb-17	\$	544,722.51
Mar-17	\$	773,398.70
Apr-17	\$	440,766.78
May-17	\$	450,445.62
Jun-17	\$	352,074.39
Jul-17	\$	189,524.32
	\$	4,455,476.77

Triple H Real Estate, LLC

Royalty Statement
August 2015

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	13,733.23	13,733.23	\$ 49.33	1% GSP + 15% over \$70	\$ 0.49 \$ 6,774.60
D8 - Cloverlick	4,944.68	4,944.68	\$ 54.55	1% GSP + 15% over \$70	\$ 0.55 \$ 2,697.32
D9 - North Fork #6	40,552.86	40,552.86	\$ 52.27	1% GSP + 15% over \$70	\$ 0.52 \$ 21,196.98
A&G Coal Corp. Sublease	7,335.55	7,335.55	\$ 47.49	1% GSP + 15% over \$70	\$ 0.47 \$ 3,483.65
S17 - Cumberland	43,284.72	43,284.72	\$ 34.58	1% GSP + 15% over \$70	\$ 0.35 \$ 14,967.86
					\$ 49,120.41

Triple H Real Estate, LLC

Royalty Statement
September 2015

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	22,388.67	22,388.67	\$ 48.98	1% GSP + 15% over \$70	\$ 0.49 \$ 10,965.97
D8 - Cloverlick	36,225.50	36,225.50	\$ 38.39	1% GSP + 15% over \$70	\$ 0.38 \$ 13,906.97
D9 - North Fork #6	44,972.15	44,972.15	\$ 40.90	1% GSP + 15% over \$70	\$ 0.41 \$ 18,393.61
A&G Coal Corp. Sublease	3,124.95	3,124.95	\$ 44.18	1% GSP + 15% over \$70	\$ 0.44 \$ 1,380.60
S17 - Cumberland	58,081.79	58,081.79	\$ 39.77	1% GSP + 15% over \$70	\$ 0.40 \$ 23,099.13
					\$ 67,746.28

Triple H Real Estate, LLC

Royalty Statement
October 2015

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	22,545.50	22,545.50	\$ 48.95	1% GSP + 15% over \$70	\$ 0.49 \$ 11,036.02
D8 - Cloverlick	50,506.70	50,506.70	\$ 39.16	1% GSP + 15% over \$70	\$ 0.39 \$ 19,778.42
D9 - North Fork #6	44,027.58	44,027.58	\$ 47.58	1% GSP + 15% over \$70	\$ 0.48 \$ 20,948.32
A&G Coal Corp. Sublease	2,381.76	2,381.76	\$ 41.35	1% GSP + 15% over \$70	\$ 0.41 \$ 984.86
S17 - Cumberland	43,341.97	43,341.97	\$ 38.99	1% GSP + 15% over \$70	\$ 0.39 \$ 16,899.03
					\$ 69,646.66

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	16,486.12	16,486.12	\$ 35.56	1% GSP + 15% over \$70	\$ 0.36 \$ 5,862.46
D8 - Cloverlick	35,960.24	35,960.24	\$ 36.36	1% GSP + 15% over \$70	\$ 0.36 \$ 13,075.14
D9 - North Fork #6	44,558.98	44,558.98	\$ 33.17	1% GSP + 15% over \$70	\$ 0.33 \$ 14,780.21
S17 - Cumberland	48,000.73	48,000.73	\$ 39.39	1% GSP + 15% over \$70	\$ 0.39 <u>\$ 18,907.49</u>
					<u>\$ 52,625.31</u>

Triple H Real Estate, LLC

Royalty Statement
December 2015

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	3,207.61	3,207.61	\$ 35.56	1% GSP + 15% over \$70	\$ 0.36 \$ 1,140.63
D8 - Cloverlick	44,473.15	44,473.15	\$ 44.01	1% GSP + 15% over \$70	\$ 0.44 \$ 19,572.63
D9 - North Fork #6	48,719.20	48,719.20	\$ 37.31	1% GSP + 15% over \$70	\$ 0.37 \$ 18,177.13
A&G Coal Corp. Sublease	1,330.69	1,330.69	\$ 34.88	1% GSP + 15% over \$70	\$ 0.35 \$ 464.14
S17 - Cumberland	58,852.76	58,852.76	\$ 34.88	1% GSP + 15% over \$70	\$ 0.35 \$ 20,527.84
					\$ 59,882.38

Triple H Real Estate, LLC

Royalty Statement
January 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D8 - Cloverlick	46,854.07	46,854.07	\$ 42.69	1% GSP + 15% over \$70	\$ 0.43 \$ 20,002.00
D9 - North Fork #6	35,921.65	35,921.65	\$ 42.62	1% GSP + 15% over \$70	\$ 0.43 \$ 15,309.81
A%G Coal Corp. Sublease	10,447.17	10,447.17	\$ 43.77	1% GSP + 15% over \$70	\$ 0.44 \$ 4,572.73
S17 - Cumberland	43,716.46	43,716.46	\$ 45.24	1% GSP + 15% over \$70	\$ 0.45 \$ 19,777.33
					\$ 59,661.86

Triple H Real Estate, LLC

Royalty Statement
February 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -
D8 - Cloverlick	43,179.32	43,179.32	\$ 44.64	1% GSP + 15% over \$70	\$ 19,275.25
D9 - North Fork #6	35,122.78	35,122.78	\$ 43.01	1% GSP + 15% over \$70	\$ 15,106.31
A&G Coal Corp. Sublease	7,183.00	7,183.00	\$ 45.72	1% GSP + 15% over \$70	\$ 3,284.07
S17 - Cumberland	43,716.46	43,716.46	\$ 45.31	1% GSP + 15% over \$70	\$ 19,807.93
					<u>\$ 57,473.55</u>

Triple H Real Estate, LLC

Royalty Statement
March 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment	
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D8 - Cloverlick	30,454.51	30,454.51	\$ 44.27	1% GSP + 15% over \$70	\$ 0.44	\$ 13,482.21
D9 - North Fork #6	39,044.40	39,044.40	\$ 38.44	1% GSP + 15% over \$70	\$ 0.38	\$ 15,008.67
A&G Coal Corp. Sublease	15,584.40	15,584.40	\$ 45.26	1% GSP + 15% over \$70	\$ 0.45	\$ 7,053.50
S17 - Cumberland	38,209.95	38,209.95	\$ 39.43	1% GSP + 15% over \$70	\$ 0.39	\$ 15,066.18
					\$	\$ 50,610.56

Triple H Real Estate, LLC

Royalty Statement
April 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -
D8 - Cloverlick	50,621.82	50,621.82	\$ 45.56	1% GSP + 15% over \$70	\$ 0.46 \$ 23,063.30
D9 - North Fork #6	37,282.61	37,282.61	\$ 38.31	1% GSP + 15% over \$70	\$ 0.38 \$ 14,282.97
S17 - Cumberland	39,836.82	39,836.82	\$ 38.77	1% GSP + 15% over \$70	\$ 0.39 \$ 15,444.74
					\$ 52,791.00

Triple H Real Estate, LLC

Royalty Statement
May 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -
D8 - Cloverlick	44,545.53	44,545.53	\$ 41.01	1% GSP + 15% over \$70	\$ 0.41 \$ 18,268.12
D9 - North Fork #6	30,077.14	30,077.14	\$ 41.77	1% GSP + 15% over \$70	\$ 0.42 \$ 12,563.22
S17 - Cumberland	49,568.18	49,568.18	\$ 37.63	1% GSP + 15% over \$70	\$ 0.38 \$ 18,652.51
					\$ 49,483.85

Triple H Real Estate, LLC

Royalty Statement
June 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -
D8 - Cloverlick	48,901.86	48,901.86	\$ 42.03	1% GSP + 15% over \$70	\$ 20,553.45
D9 - North Fork #6	25,309.75	25,309.75	\$ 41.92	1% GSP + 15% over \$70	\$ 10,609.85
D10 - Dorchester	1564.11	1564.11	\$ 44.55	1% GSP + 15% over \$70	\$ 696.81
S17 - Cumberland	43,646.83	43,646.83	\$ 40.09	1% GSP + 15% over \$70	\$ 17,498.01
					<u>\$ 49,358.12</u>

Triple H Real Estate, LLC

Royalty Statement
July 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	-	-	\$ -	1% GSP + 15% over \$70	\$ -
D8 - Cloverlick	47,196.30	47,196.30	\$ 35.96	1% GSP + 15% over \$70	\$ 0.36 \$ 16,971.79
D9 - North Fork #6	12,883.07	12,883.07	\$ 36.51	1% GSP + 15% over \$70	\$ 0.37 \$ 4,703.61
D10 - Dorchester	18,276.74	18,276.74	\$ 39.13	1% GSP + 15% over \$70	\$ 0.39 \$ 7,151.69
S17 - Cumberland	39,253.13	39,253.13	\$ 34.35	1% GSP + 15% over \$70	\$ 0.34 \$ 13,483.45
					\$ 42,310.54

Triple H Real Estate, LLC

Royalty Statement
August 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	16,576.76	16,576.76	\$ 38.94	1% GSP + 15% over \$70	\$ 0.39 \$ 6,454.99
D8 - Cloverlick	47,291.98	47,291.98	\$ 35.96	1% GSP + 15% over \$70	\$ 0.36 \$ 17,006.20
D9 - North Fork #6	-	-	\$ 36.51	1% GSP + 15% over \$70	\$ 0.50 \$ -
D10 - Dorchester	-	-	\$ 39.13	1% GSP + 15% over \$70	\$ 0.50 \$ -
S17 - Cumberland	67,924.96	67,924.96	\$ 31.44	1% GSP + 15% over \$70	\$ 0.31 \$ 21,355.61
					\$ 44,816.79

Triple H Real Estate, LLC

Royalty Statement
September 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP		Rate	Net Payment		
D7 - Osaka	32,433.20	32,433.20	\$ 61.55	1% GSP + 15% over \$70	\$ 0.62	\$		19,962.63
D8 - Cloverlick	53,351.63	53,351.63	\$ 53.65	1% GSP + 15% over \$70	\$ 0.54	\$		28,623.15
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$		-
D10 - Dorchester	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$		-
D11 - Panther	16,316.61	16,316.61	\$ 38.17	1% GSP + 15% over \$70	\$ 0.38	\$		6,228.05
S17 - Cumberland	29,122.61	29,122.61	\$ 31.71	1% GSP + 15% over \$70	\$ 0.32	\$		9,234.78
S29 - Cave Branch	12,647.40	12,647.40	\$ 37.58	1% GSP + 15% over \$70	\$ 0.38	\$		4,752.89
						\$		68,801.51

Triple H Real Estate, LLC

Royalty Statement
October 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	37,727.81	37,727.81	\$ 65.50	1% GSP + 15% over \$70	\$ 0.66 \$ 24,711.72
D8 - Cloverlick	48,800.17	48,800.17	\$ 64.44	1% GSP + 15% over \$70	\$ 0.64 \$ 31,446.83
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D10 - Dorchester	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D11 - Panther	18,214.51	18,214.51	\$ 66.05	1% GSP + 15% over \$70	\$ 0.66 \$ 12,030.68
S17 - Cumberland	29,122.61	29,122.61	\$ 31.71	1% GSP + 15% over \$70	\$ 0.32 \$ 9,234.78
S29 - Cave Branch	12,647.40	12,647.40	\$ 37.58	1% GSP + 15% over \$70	\$ 0.38 \$ 4,752.89
					\$ 82,176.90

**Royalty Statement
November 2016**

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	21,629.17	21,629.17	\$ 65.86	1% GSP + 15% over \$70	\$ 0.66	\$ 14,244.97
D8 - Cloverlick	44,137.62	44,137.62	\$ 54.47	1% GSP + 15% over \$70	\$ 0.54	\$ 24,041.76
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D11 - Panther	16,038.08	16,038.08	\$ 66.41	1% GSP + 15% over \$70	\$ 0.66	\$ 10,650.89
S17 - Cumberland	20,837.57	20,837.57	\$ 33.61	1% GSP + 15% over \$70	\$ 0.34	\$ 7,003.51
S29 - Cave Branch	32,603.25	32,603.25	\$ 37.94	1% GSP + 15% over \$70	\$ 0.38	\$ 12,369.67
						<u>\$ 68,310.80</u>

**Royalty Statement
December 2016**

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	16,854.35	16,854.35	\$ 66.89	1% GSP + 15% over \$70	\$ 0.67	\$ 11,273.87
D8 - Cloverlick	37,340.72	37,340.72	\$ 68.69	1% GSP + 15% over \$70	\$ 0.69	\$ 25,649.34
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D11 - Panther	16,251.18	16,251.18	\$ 67.44	1% GSP + 15% over \$70	\$ 0.67	\$ 10,959.80
S17 - Cumberland	16,410.10	16,410.10	\$ 32.19	1% GSP + 15% over \$70	\$ 0.32	\$ 5,282.41
S29 - Cave Branch	28,401.61	28,401.61	\$ 40.99	1% GSP + 15% over \$70	\$ 0.41	\$ 11,641.82
						<u>\$ 64,807.24</u>

Royalty Statement
January 2017

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	34,061.88	34,061.88	\$ 113.13	1% GSP + 15% over \$70	\$ 7.60	\$ 258,897.54
D8 - Cloverlick	43,585.20	43,585.20	\$ 98.78	1% GSP + 15% over \$70	\$ 5.30	\$ 231,210.77
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	19,978.03	19,978.03	\$ 111.65	1% GSP + 15% over \$70	\$ 7.36	\$ 147,118.21
D11 - Panther	17,616.27	17,616.27	\$ 86.92	1% GSP + 15% over \$70	\$ 3.41	\$ 60,022.16
S17 - Cumberland	33,068.41	33,068.41	\$ 44.28	1% GSP + 15% over \$70	\$ 0.44	\$ 14,642.69
S29 - Cave Branch	6,132.21	6,132.21	\$ 49.40	1% GSP + 15% over \$70	\$ 0.49	\$ 3,029.31
						<u>\$ 714,920.68</u>

**Royalty Statement
February 2017**

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	36,867.41	36,867.41	\$ 94.17	1% GSP + 15% over \$70	\$ 4.57	\$ 168,380.83
D8 - Cloverlick	43,585.20	43,585.20	\$ 95.48	1% GSP + 15% over \$70	\$ 4.78	\$ 208,197.78
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	14,411.20	14,411.20	\$ 93.07	1% GSP + 15% over \$70	\$ 4.39	\$ 63,282.46
D11 - Panther	17,543.48	17,543.48	\$ 94.38	1% GSP + 15% over \$70	\$ 4.60	\$ 80,714.04
S17 - Cumberland	21,382.50	21,382.50	\$ 40.19	1% GSP + 15% over \$70	\$ 0.40	\$ 8,593.63
S29 - Cave Branch	28,712.87	28,712.87	\$ 54.17	1% GSP + 15% over \$70	\$ 0.54	\$ 15,553.76
					<u>\$</u>	<u>\$ 544,722.51</u>

Royalty Statement
March 2017

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	47,741.78	47,741.78	\$ 98.04	1% GSP + 15% over \$70	\$ 5.19 \$ 247,607.97
D8 - Cloverlick	43,585.20	43,585.20	\$ 98.21	1% GSP + 15% over \$70	\$ 5.21 \$ 227,235.80
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D10 - Dorchester	32,665.44	32,665.44	\$ 96.56	1% GSP + 15% over \$70	\$ 4.95 \$ 161,680.86
D11 - Panther	20,377.25	20,377.25	\$ 98.59	1% GSP + 15% over \$70	\$ 5.27 \$ 107,477.77
S17 - Cumberland	38,180.86	38,180.86	\$ 36.51	1% GSP + 15% over \$70	\$ 0.37 \$ 13,939.83
S29 - Cave Branch	33,549.98	33,549.98	\$ 46.07	1% GSP + 15% over \$70	\$ 0.46 \$ 15,456.48
					<u>\$ 773,398.70</u>

Royalty Statement
April 2017

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	33,388.96	33,388.96	\$ 90.29	1% GSP + 15% over \$70	\$ 3.95 \$ 131,766.19
D8 - Cloverlick	43,585.20	43,585.20	\$ 91.32	1% GSP + 15% over \$70	\$ 4.11 \$ 179,187.47
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D10 - Dorchester	13,669.37	13,669.37	\$ 88.81	1% GSP + 15% over \$70	\$ 3.71 \$ 50,707.89
D11 - Panther	13,467.33	13,467.33	\$ 90.84	1% GSP + 15% over \$70	\$ 4.03 \$ 54,332.60
S17 - Cumberland	29,354.23	29,354.23	\$ 34.00	1% GSP + 15% over \$70	\$ 0.34 \$ 9,980.44
S29 - Cave Branch	33,549.98	33,549.98	\$ 44.09	1% GSP + 15% over \$70	\$ 0.44 \$ 14,792.19
					<u>\$ 440,766.78</u>

**Royalty Statement
May 2017**

Mine	Produced	Sold	GSP	Rate	Net Payment	
D7 - Osaka	25,097.48	25,097.48	\$ 90.42	1% GSP + 15% over \$70	\$ 3.97	\$ 99,566.72
D8 - Cloverlick	43,585.20	43,585.20	\$ 90.37	1% GSP + 15% over \$70	\$ 3.96	\$ 172,562.52
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	11,986.79	11,986.79	\$ 88.94	1% GSP + 15% over \$70	\$ 3.73	\$ 44,715.52
D11 - Panther	25,835.05	25,835.05	\$ 90.97	1% GSP + 15% over \$70	\$ 4.06	\$ 104,766.29
S17 - Cumberland	42,022.84	42,022.84	\$ 35.15	1% GSP + 15% over \$70	\$ 0.35	\$ 14,771.03
S29 - Cave Branch	31,717.47	31,717.47	\$ 44.34	1% GSP + 15% over \$70	\$ 0.44	\$ 14,063.53
						<u>\$ 450,445.62</u>

**Royalty Statement
June 2017**

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	26,348.34	26,348.34	\$ 85.43	1% GSP + 15% over \$70	\$ 3.17 \$ 83,492.62
D8 - Cloverlick	43,585.20	43,585.20	\$ 85.42	1% GSP + 15% over \$70	\$ 3.17 \$ 138,043.05
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ - \$ -
D10 - Dorchester	14,232.97	14,232.97	\$ 83.95	1% GSP + 15% over \$70	\$ 2.93 \$ 41,731.07
D11 - Panther	20,109.53	20,109.53	\$ 85.98	1% GSP + 15% over \$70	\$ 3.26 \$ 65,492.72
S17 - Cumberland	14,742.18	14,742.18	\$ 32.79	1% GSP + 15% over \$70	\$ 0.33 \$ 4,833.96
S29 - Cave Branch	38,042.35	38,042.35	\$ 48.58	1% GSP + 15% over \$70	\$ 0.49 \$ 18,480.97
					<u>\$ 352,074.39</u>

Royalty Statement
July 2017

Mine	Produced	Sold	GSP	Rate	Net Payment	
D7 - Osaka	18,554.68	18,554.68	\$ 77.56	1% GSP + 15% over \$70	\$ 1.91	\$ 35,432.02
D8 - Cloverlick	43,585.20	43,585.20	\$ 79.04	1% GSP + 15% over \$70	\$ 2.15	\$ 93,551.27
D9 - North Fork #6	-	-	\$ -	1% GSP + 15% over \$70	\$ -	\$ -
D10 - Dorchester	13,241.84	13,241.84	\$ 76.08	1% GSP + 15% over \$70	\$ 1.67	\$ 22,150.95
D11 - Panther	14,018.20	14,018.20	\$ 78.11	1% GSP + 15% over \$70	\$ 2.00	\$ 28,002.76
S17 - Cumberland	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.37	\$ -
S29 - Cave Branch	22,996.06	22,996.06	\$ 45.17	1% GSP or \$0.50 PT	\$ 0.45	\$ 10,387.32
					<u>\$</u>	<u>\$ 189,524.32</u>